

Republican
National
Committee

78th 843 12 A 10 22

December 7, 2006

Federal Election Commission
999 E Street NW
Washington, DC 20463

RE: C00003418

Dear Sirs:

I am enclosing the signed Schedule C and a copy of our line of credit for our FEC filing of December 7, 2006.

If you have any questions, please do not hesitate to call at 202 863-8755.

Sincerely,

Pat Huyck
Director of Accounting

Enc. (2)



SCHEDULE C-1 (FEC Form 3X)

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

Supplementary for
Information found on
Page 1 of Schedule C

NAME OF COMMITTEE (In Full) Republican National Committee		FEC IDENTIFICATION NUMBER C 0 0 0 0 3 4 1 8	
LENDING INSTITUTION (LENDER) Full Name Wachovia Bank, N.A.	Amount of Loan 5 0 0 0 0 0 0 0	Interest Rate (APR) variable %	
Mailing Address 1753 Pinnacle Drive, 3rd Floor	Date Incurred or Established 1 0 / 2 4 / 2 0 0 5	Date Due 0 3 / 3 1 / 2 0 0 7	
City McLean	State VA	Zip Code 22102	
A. Has loan been restructured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		If yes, date originally incurred 0 3 / 3 1 / 2 0 0 3	
B. If line of credit, Amount of this Draw: 2 0 0 0 0 0 0 0		Total Outstanding Balance: 2 0 0 0 0 0 0 0	
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: RNC Master file, all money, instruments, accounts recievable, general intangibles, chattel paper, deposit accounts, other personal property		What is the value of this collateral? 1 0 0 0 0 0 0 0 . 0 0	
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify:		Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
		What is the estimated value? _____	
A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: _____		Location of account: Wachovia Bank N.A. Address: 1753 Pinnacle Drive City, State, Zip: McLean, VA 22102	
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER Typed Name Jay C. Banning Signature		DATE 1 1 / 0 2 / 2 0 0 6	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.			
AUTHORIZED REPRESENTATIVE Typed Name Barbara Stalker Signature		DATE 1 1 / 2 9 / 2 0 0 6 Title Bank Officer	

AMENDED AND RESTATED PROMISSORY NOTE

\$5,000,000.00

McLean, Virginia
October 24, 2005

FOR VALUE RECEIVED, the undersigned, Republican National Committee, an unincorporated association with an office and principal place of business in the District of Columbia ("Borrower"), promises to pay to the order of Wachovia Bank, National Association (the "Bank"), at its offices at 1753 Pinnacle Drive, McLean, Virginia 22102, on March 31, 2007, the principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), or the aggregate unpaid amount of advances made by the Bank pursuant to the Credit Agreement (as defined below), whichever is less, together with interest on any and all principal amounts remaining unpaid hereunder from time to time.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 365 days) equal to the lower of (a) Overnight Federal Funds Rate plus 200 basis points as defined in the Credit Agreement, in effect each day during the term of the Note, or (b) the LIBOR Market Index Rate plus 175 basis points, also as defined in the Credit Agreement, in effect each day during the term of the Note.

Payments of interest shall be made to the Bank, at its offices, on the last day of each calendar month commencing with the first month in which an Advance is made and continuing until this Note has been paid in full.

This Note is issued pursuant to a certain First Amendment to Credit and Security Agreement dated this date between Borrower and the Bank, which amends that certain Credit and Security Agreement dated March 31, 2003 by and between Borrower and Bank (as amended, the "Credit Agreement") and is entitled to the benefits thereof, including, without limitation, provisions for prepayment, for security interests, for acceleration, for payment of costs of enforcement, and for an increase in the interest rate upon the occurrence of Events of Default, all as stated in the Agreement. Borrower waives presentment, demand, notice of dishonor and notice of protest. This Note amends and restates in its entirety that certain Promissory Note (the "Prior Note") in the maximum principal sum of Five Million and 00/100 Dollars (\$5,000,000.00) dated March 31, 2003 from the Borrower in favor of the Bank. It is expressly agreed that the indebtedness evidenced by the Prior Note has not been extinguished or discharged hereby. The Borrower and the Bank agree that the execution of this Note is not intended to and shall not cause or result in a novation with respect to the Prior Note.

WITNESS/ATTEST

REPUBLICAN NATIONAL COMMITTEE

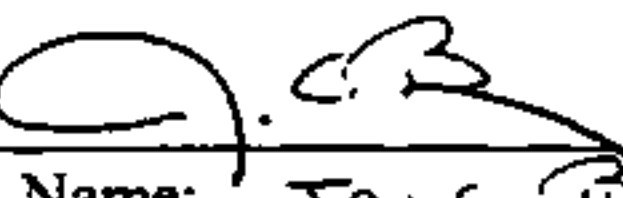


BY:


Name: KENNETH MEHLMAN
Title: CHAIRMAN



BY:


Name: JAY C. BANNING
Title: CEO

CREDIT AND SECURITY AGREEMENT

This Credit and Security Agreement ("Agreement") is entered into as of this 31st day of March, 2003, by and between the Republican National Committee, an unincorporated association with an office and principal place of business at 310 First Street, S.E., Washington, D.C. 20003 ("Borrower"), and Wachovia Bank, National Association, a national banking association with offices at 1970 Chain Bridge Road, McLean, Virginia 22102-3915, hereinafter called "the Bank".

PRELIMINARY STATEMENT

Borrower has requested that the Bank extend a secured line of credit to Borrower in the amount of \$5,000,000, and the Bank is prepared, subject to the terms and conditions of this Agreement, to provide such line of credit to Borrower.

NOW THEREFORE, the Bank and Borrower hereby agree as follows:

ARTICLE I

Section 1.1. **Line of Credit.** The Bank agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to Borrower from time to time during the period from the Closing Date to and including March 31, 2005 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$5,000,000 (the "Line of Credit"). All Advances under the Line of Credit will be evidenced by a single promissory note, in the principal amount of \$5,000,000, in the form attached as Exhibit A hereto (the "Note"), with a maturity date of March 31, 2005. Each Advance shall be in the minimum amount of

\$25,000 or multiples thereof.

Section 1.2. **Advances** . Each Advance will be made upon notice from Borrower to the Bank, specifying the amount requested. The notice may be by telephone, but must be confirmed in writing within one business day of the date of the Advance. If notice is received by the Bank prior to 12:00 noon Eastern Time (standard or daylight, as in effect) the requested Advance shall be available to Borrower the same day. If notice is received after 12:00 noon Eastern Time, the requested Advance will be available the following Business Day.

Section 1.3. **Use of Proceeds** . All proceeds of Advances hereunder will be used to fund disbursements relating to the current election cycle and timing differences between receipts of fundraising contributions and incurrence of disbursements.

Section 1.4. **Interest and Repayment** . The Note is payable at its maturity date, March 31, 2005. Borrower shall pay to the Bank interest upon the aggregate unpaid principal amount under the Note, payable on the last day of each month commencing with the first month in which an Advance is made and continuing until the Note has been paid in full, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 365 days), equal to the lower of either (a) the Overnight Federal Funds Rate ("Federal Funds Rate") plus 200 basis points or (b) the LIBOR Market Index Rate plus 175 basis points, as that rate may change from day to day ("the LIBOR-Based Rate"), as determined by the Bank for each day during the term of the Note. "Federal Funds Rate" shall mean the interest rate reported on Telerate page 5 as the opening federal funds rate. If, for any reason, such rate is not then available, then Federal Funds Rate shall mean a daily rate which is determined by the Bank to be the rate at which federal funds are being offered for sale in the national federal funds market at opening. Rates for holidays or weekends shall be the same as the rate for the most immediate preceding business

day. In the event of any dispute as to the Federal Funds Rate or the LIBOR Market Index Rate, a certificate executed by any Senior Vice President of the Bank stating the percent per annum constituting the Federal Funds Rate or the LIBOR Market Index Rate, as applicable, and the date of its effectiveness shall be conclusive absent manifest error. "LIBOR Market Index Rate" for any day is the rate for one month U.S. dollar deposits as reported on Telerate page 3750 as of 11:00 a.m., London time, on such day, or if such day is not a London business day, then the immediately preceding London business day (or if not so reported, then as determined by the Bank from another recognized source or interbank quotation).

Borrower may make prepayments under the Note at any time in the minimum amount of \$25,000 and, subject to the terms and conditions hereof, may reborrow during the Availability Period.

Section 1.5. **Default Rate; Late Charge.** In the event that Borrower fails to pay any amount of principal or any other amount (other than interest) payable by Borrower hereunder when due, whether by acceleration, at the stated maturity, or otherwise, and the Bank notifies Borrower that it is in default and that it must therefore pay interest at a higher rate, then Borrower shall pay interest on any such unpaid amount for the period such amount remains unpaid, commencing on the date stated in such notification and continuing until the same is paid in full, at the rate of 200 basis points in excess of the interest rate otherwise then in effect; provided, however, that such notification, or the lack thereof, shall not affect the existence of an Event of Default under Article V of this Agreement. In the event that Borrower fails to make any payment under this Agreement within fifteen (15) days after the date such payment is due, Borrower shall immediately pay to the Bank a late charge (the "Late Charge") equal to five percent of the required payment. The Late Charge shall be in addition to, and not in lieu of, any

other right or remedy the Bank may have and is in addition to any reasonable fees or charges of any agents or attorneys to which the Bank may be entitled pursuant to the terms hereof.

Section 1.6. **Method of Payment** . Whenever any payment of principal or interest to be made hereunder or under the Note becomes due on a Saturday, Sunday, or public holiday or the equivalent for banks generally under the laws of the Commonwealth of Virginia (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the amount of interest then to be paid. All payments and prepayments hereunder shall be made to the Bank at its address stated on the first page hereof, in such money of the United States as at the time of payment shall be legal tender for the payment of public and private debts and in immediately available funds. Each payment shall be received by the Bank no later than 2:00 p.m. Eastern Time, and any payment received after such time shall be treated as received on the next Business Day.

ARTICLE II.

Section 2.1. **Collateral** . To secure repayment to the Bank of all Advances under the Line of Credit and the interest payable on such amounts, and to secure all other obligations of Borrower to the Bank, Borrower hereby reaffirms its prior grant and further conveys, assigns and grants to the Bank a security interest in the following collateral now owned or hereafter acquired by Borrower and in Borrower's expectancy to acquire such collateral in the ordinary course of its business and affairs:

(a) the compact disc or discs for computer use containing the mailing list or lists of Borrower that Borrower proposes to use in soliciting contributions to Borrower during 2003

and subsequent years, sometimes known as the "Sustaining Members Master File," together with copies of all software and other information necessary to permit the Bank to read such tape;

(b) all money, instruments, accounts receivable, general intangibles, chattel paper, deposit accounts and other personal property now owned or hereafter acquired by or on behalf of Borrower in response to fundraising solicitations; and

(c) all cash and non-cash proceeds of the foregoing (all collectively the "Collateral").

Section 2.2. **Conditions Precedent** . The Bank's obligations under Section 1.1 hereof will be subject to the fulfillment of the following conditions precedent in manner and form satisfactory to the Bank and its special counsel, upon fulfillment of which the Bank will execute and deliver this Agreement (the "Closing Date"):

(a) Borrower will have delivered to the Bank

- (i) an opinion of Borrower's counsel, in form and substance satisfactory to the Bank;
- (ii) a certification of authority for Borrower, substantially as set forth in Exhibit B hereto, duly executed by the officers of Borrower specified therein;
- (iii) duplicate originals of this Agreement, duly executed by Borrower;
- (iv) the Note, duly executed by Borrower;
- (v) the collateral described in Section 2.1(a) hereof, and the collateral described in Section 2.1(b) now owned by Borrower;
- (vi) evidence satisfactory to the Bank that the collateral described in Section 2.1(a) hereof, if used in accordance with customary direct mailing procedures, is reasonably capable of producing substantial contributions in each fiscal year;
- (vii) copies of all approvals or other actions necessary under its organization or governance documents for authorization of the

execution, delivery and performance of this Agreement and the Note;

- (viii) financial statements, as described in Section 4.
- (ix) 1(a) hereof with respect to the last fiscal year of Borrower;
- (x) a copy of Borrower's current statement of organization as filed by it under Section 303 of the Federal Election Campaign Act of 1971, as amended (the "FEC Act"); and
- (xi) a financing statement covering the Collateral.

(b) There shall not have occurred any Event of Default or event which, with due notice or lapse of time or both, would constitute an Event of Default ("Incipient Default") under this Agreement.

(c) There shall not have occurred any material adverse change in the financial condition or results of operation of Borrower between the date and period covered by the financial statements delivered pursuant to subsection (a)(viii) and the Closing Date.

ARTICLE III. WARRANTIES AND REPRESENTATIONS

Section 3.1. **Organization** . Borrower hereby warrants and represents that it is an unincorporated association validly existing under the laws of, and with an office, its financial and other records and its principal place of business in, the District of Columbia; that it is a national "political committee," as defined in Section 301(4) of the FEC Act and the "national committee" of the Republican Party as defined in Section 301(14) of the FEC Act; and that it has filed with the Federal Election Commission ("FEC") or custodians for FEC as designated in the FEC Act all required registrations and reports in order to be in compliance with applicable requirements of the FEC Act and regulations thereunder.

Section 3.2. **Authority; Approvals** . Borrower hereby warrants and represents that the persons executing this Agreement and the Note on its behalf are duly authorized to enter into this Agreement, to issue the Note and to bind Borrower to perform this Agreement and the Note in accordance with its respective terms; that the execution and performance of this Agreement and the Note are within the duly authorized powers of Borrower and do not contravene any law, rule, or regulation applicable to Borrower, any organizational documents, by-law or rule (including, without limitation, the Rules of the Republican Party as adopted at its 2000 National Convention) governing Borrower, or any contractual obligation binding upon Borrower; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to or approval by the FEC or any other governmental entity, except for filings of reports or schedules with the FEC subsequent to delivery of this Agreement; and that this Agreement and, when issued, the Note will be valid, legal and binding obligations of Borrower enforceable in accordance with their respective terms.

Section 3.3. **No Prior Interests** . Borrower hereby warrants and represents that none of the Collateral described in Section 2.1 hereof is subject to any assignment, claim, security interest or other lien or encumbrance except security interests granted to the Bank, and the security interest of the Bank in the Collateral is a valid and perfected security interest enforceable against the Collateral in accordance with its terms.

Section 3.4. **No Default** . Borrower hereby warrants and represents that no event has occurred and no condition exists which, upon the execution of this Agreement, would constitute an Event of Default or Incipient Default hereunder, nor is Borrower in default under any other agreement, organizational document, statement of policy, by-law or other instrument to which it is a party or by which it may be bound.

Section 3.5. **Litigation** . There are no actions, suits or proceedings pending or threatened against or affecting Borrower or the properties of Borrower before any court or governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to Borrower, would have a material adverse effect on the financial condition, properties or operations of Borrower, except as disclosed on Schedule 1 hereto.

Section 3.6. **Financial Condition** . The financial statements of Borrower previously provided to the Bank as of the end of and for its last fiscal year and subsequent quarters are correct and complete and present fully and fairly its financial condition and results of operations in accordance with generally accepted accounting principles, and there has been no material adverse change in the financial condition of Borrower since the date of its last financial statements delivered to the Bank.

ARTICLE IV. COVENANTS

Section 4.1. **Records; Reports** . Borrower will keep full and accurate records of all money, instruments, securities and other personal property received by or on behalf of Borrower in response to fundraising efforts or otherwise, and will permit the Bank or any of its agents to call at Borrower's office or offices at reasonable times and intervals and, without hindrance or delay, to inspect, audit, and review such records or any other documents relating to them. Borrower also will, without limitation, deliver to the Bank:

(a) Within 120 days after the close of each fiscal year audited combined financial statements for Borrower and other affiliated committees that have been included in its combined financial statements for fiscal year 2002, each including a statement of financial position, a statement of activities, a statement of cash flows, and all scheduled information, prepared in

accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis and certified by independent certified public accountants of recognized national standing who will render an unqualified opinion with respect thereto;

(b) within 60 days after the close of each quarter of each fiscal year a management prepared statement of receipts and disbursements of Borrower;

(c) as soon as available but in no event later than January 31 of each fiscal year a budget, in reasonable detail, of projected receipts and disbursements for Borrower's fiscal year; and

(d) upon reasonable written request by the Bank at any time in which any amount is outstanding under the Note, Borrower shall promptly deliver to the Bank copies of any other financial statement prepared by or for the use of Borrower and any other reports filed with the FEC.

Section 4.2. **Protection of Rights** . Borrower agrees that, upon request by the Bank, it will execute and deliver any financing statements, amendments, collateral assignments, instruments and similar documents that may reasonably be deemed by the Bank to be necessary for the perfection or protection of the Bank's rights as a secured creditor under or arising out of this Agreement, and will, without limitation of the foregoing, further provide such software, information, support, or other material as may be deemed by the Bank to be necessary to enable the Bank to read, use and validate the authenticity of the Collateral containing the Sustaining Members Master File; provided, however, that this provision is not intended to require Borrower to grant to the Bank any new or additional rights not contemplated by this Agreement.

Section 4.3. **Good Standing; Maintenance of Office and Records** . Borrower agrees that, during the term of this Agreement, it will maintain its present status, as stated in Section 3.1

hereof, under the FEC Act; that it will comply with all registration and reporting requirements and all other applicable requirements of the FEC Act and regulations thereunder; and that it will not remove its office and principal place of business from the District of Columbia and will not transfer its financial or other records from the District of Columbia, without 30 days prior written notice to the Bank.

Section 4.4. **Receipt of Funds** . All money, instruments and other personal property ("receipts") received by Borrower in response to fundraising efforts or otherwise, will be delivered to the Bank as Collateral hereunder as soon as practicable after receipt by Borrower. Delivery will be made by messenger provided by the Bank no less frequently than once each Business Day. Borrower will not commingle such receipts, prior to their delivery to the Bank, with the funds or personal property of any other person and will hold such receipts as collateral for the Bank. Such receipts constitute part of the Collateral described in Section 2.1 hereof; provided that, unless and until an Event of Default occurs hereunder, Borrower shall be entitled to use all such receipts for its valid purposes and operations.

Section 4.5. **Deposit Accounts** . Borrower will maintain at the Bank its primary operating deposit accounts and will cause to maintain in full force and effect a commercial lockbox service with the Bank.

Section 4.6. **Defense of Security Interest** . Borrower will defend the Bank's security interest in the Collateral hereunder against all claims and demands of any person claiming any interest therein equal or superior to that of the Bank.

Section 4.7. **Fundraising Requirements**. Borrower will use its best efforts to conduct fundraising activities sufficient to achieve total gross receipts sufficient to meet its revenue requirements during each fiscal year.

Section 4.8. **Legal Compliance** . Borrower shall comply with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or to its officers or assets.

Section 4.9. **Indebtedness; Encumbrances** . Borrower will not create, incur, assume, become obligated for (including, without limitation, by guaranty of obligations of any other Person) or permit to exist, directly or indirectly, indebtedness of Borrower or any encumbrances of any kind upon any of its assets except (i) indebtedness and encumbrances to the Bank; (ii) current accounts payable or accrued incurred by it in the ordinary course of its business, provided that the same are paid when due in accordance with customary trade terms; (iii) indebtedness and encumbrances in existence on the Closing Date; (iv) additional indebtedness and encumbrances not to exceed \$500,000 in aggregate amount; and (v) additional indebtedness and encumbrances incurred after receipt of written consent by the Bank.

Section 4.10. **Debt Ratio** . Borrower, on a combined basis, will not cause or permit the ratio of its total liabilities to its tangible net worth, as determined under GAAP, to be in excess of 2.5:1.0 at the close of any fiscal year.

ARTICLE V

Section 5.1. **Events of Default** . Each of the following shall constitute an Event of Default under this Agreement:

(a) failure by Borrower to pay or cause to be paid when due under this Agreement or any other credit agreement with the Bank to which Borrower is a party or upon demand by the Bank, any amount required to be paid by Borrower pursuant to Article I hereof or pursuant to such other credit agreement;

(b) failure by Borrower to perform any covenant, condition or agreement which it is obligated to perform hereunder or under any other instrument or agreement binding upon it, if such failure shall continue for more than 15 days;

(c) the making or furnishing by Borrower to the Bank of any materially false representation, warranty, opinion or certificate as set forth in this Agreement or otherwise made in connection with this Agreement;

(d) the entry of a judgment, decree or order against Borrower by any court of record for the payment of any sum of money in excess of \$500,000 or prohibiting it from performing any covenant or other obligation hereunder or attaching any material portion of its assets, if such judgment, decree or order remains unstayed for a period in excess of 30 days;

(e) the security interest in any material portion of the Collateral shall, for any reason, cease to be a valid and preferred first priority security interest;

(f) Borrower shall generally not pay its debts as they become due or admit in writing its inability generally so to pay its debts, make an assignment for the benefit of creditors, seek an order for relief in bankruptcy, become insolvent or bankrupt within the meaning of the Federal Bankruptcy Code, petition or apply to any tribunal for the appointment of any receiver, custodian, liquidator, trustee, or similar official (hereinafter "Official") for it or any substantial part of its property, commence any proceeding relating to it under any reorganization, arrangement, readjustment of debt, conservatorship, receivership, dissolution or liquidation law or statute of any jurisdiction (including, without limitation, the Federal Bankruptcy Code) or there shall be commenced against it any such proceeding which remains unstayed or undismissed for a period of more than sixty (60) days, or it shall consent to, approve of or acquiesce in any such proceeding or the appointment of any such Official, or it shall suffer any such proceeding to

continue undischarged for a period of more than sixty (60) days; or

(g) Borrower shall have suffered a material adverse change in financial condition; any opinion delivered or deliverable to the Bank pursuant to Section 4.1(a) hereof shall have questioned Borrower's ability to continue as a going concern; or Bank shall have otherwise determined in good faith that the prospect for payment by Borrower of any amount required to be paid by Borrower under this Agreement, as and when due, is impaired.

Section 5.2. Remedies on Default . Whenever any Event of Default shall have occurred and be continuing, the Bank will have all of the remedial rights of a secured party and creditor under this Agreement, the Note, the Uniform Commercial Code as enacted in the applicable jurisdiction governing this Agreement, and under other applicable law, including, without limitation, the right to liquidate the Collateral and apply the proceeds against Borrower's obligations hereunder and the right to apply to a court of equity for injunctive relief; provided, however, that, with respect to that portion of the Collateral known as the Sustaining Members Master File, Borrower shall have 90 days from the date of an Event of Default to liquidate such File for proceeds sufficient to repay in full all obligations of Borrower to the Bank before the Bank may liquidate such File; and provided further that disposition of any Collateral or exercise of right of setoff shall at all times be consistent with the provisions of the FEC Act and applicable regulations thereunder. Upon occurrence of any Event of Default, the Bank may, by written notice to Borrower, elect to make no further advances under the Line of Credit (if such event of Default occurs before expiration of the Availability Period) and may declare the entire indebtedness of Borrower then outstanding under the Note immediately due and payable without presentment, demand, protest, notice of protest or any other notice of any kind, all of which are hereby expressly waived.

Section 5.3. **Exercise of Remedies** . No right, remedy or power conferred upon or reserved to the Bank under this Agreement or the Note or arising out of this Agreement or the Note is intended to be exclusive of any other available right, remedy or power, but each and every such right, remedy or power will be cumulative and will be in addition to any other right, remedy or power given under this Agreement or the Note or now or hereafter existing at law or in equity or by statute. No delay or omission by the Bank to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or be construed to be a waiver thereof, unless such waiver is in writing, signed by the Bank, and then only to the extent set forth therein. Any right, remedy or power of the Bank hereunder may be exercised from time to time and as often as may be deemed expedient by the Bank, and a waiver by the Bank on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the Bank to exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 5.4. **Fees and Expenses** . In the event that the Bank should engage attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of Borrower contained herein or in the Note, Borrower agrees that it will on demand pay to the Bank the reasonable fees of such attorneys and such other expenses so incurred, whether or not suit is brought.

ARTICLE VI. MISCELLANEOUS

Section 6.1. **Choice of Law** . This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia.

Section 6.2. **Power of Attorney** . The Bank is hereby irrevocably made, constituted and appointed by Borrower as its true and lawful attorney-in-fact with full power of substitution for the sole purpose of endorsing its name upon any and all checks, drafts, money orders and other instruments which constitute Collateral hereunder.

Section 6.3. **Notices** . All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given (a) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the Bank or Borrower as each is stated herein, whichever is appropriate, or (b) when delivered by hand or transmitted by facsimile, with confirmation, and subsequent delivery of original document. The Bank and Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificates or other communications shall be sent.

Section 6.4. **Severability** . In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.5. **Counterparts** . Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same agreement.

Section 6.6. **Binding Effect; Modification** . This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that Borrower may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the Bank. This Agreement and its Exhibits, together with the provisions of the Note and other documents specifically identified herein, constitute the entire agreement between the parties hereto relating to the subject matter hereof, superseding all prior or contemporaneous

written or oral understandings, and no amendment or waiver of any provision of this Agreement or the Note nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank and Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 6.7. Committee Member . No officer, member, employee, or agent of Borrower will be individually or personally liable or responsible for the repayment to the Bank of any amount drawn under the Line of Credit or for interest thereon or any other amounts owing hereunder, and the Bank may collect only from funds and other assets of Borrower.

Section 6.8. Venue; Service. BORROWER BY ACCEPTING THIS AGREEMENT HEREBY CONSENTS TO VENUE AND JURISDICTION OF ANY LOCAL OR FEDERAL COURT LOCATED WITHIN VIRGINIA. BORROWER ALSO WAIVES PERSONAL SERVICE OF ANY PROCESS ON IT, ITS OFFICERS OR REGISTERED AGENTS, AND CONSENTS THAT SUCH PROCESS SHALL BE MADE BY CERTIFIED MAIL, ATTN: CHAIRMAN OR ASSISTANT TREASURER, RETURN RECEIPT REQUESTED, DIRECTED TO BORROWER AT THE ADDRESS ABOVE, AND SERVICE SO MADE SHALL BE DEEMED COMPLETED WITHIN TEN (10) DAYS AFTER IT HAS BEEN MAILED. EACH OF BORROWER AND THE BANK, RECOGNIZING THE IMPORTANCE OF EXPEDITION IN RESOLVING DISPUTES AND AFTER RECEIVING THE ADVICE OF ITS COUNSEL, WAIVES TRIAL BY JURY IN ALL LITIGATION IN ANY COURT ARISING OUT OF THIS AGREEMENT, THE NOTE, OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT.

Section 6.9. Survival of Representations and Warranties . All representations and

warranties made by Borrower in this Agreement and in the other loan documents shall survive the execution and delivery of this Agreement and the making of the Advances hereunder until payment of all obligations of Borrower and shall be deemed made and reaffirmed by Borrower at the time of the making of such Advance, and the provisions of Section 6.6 hereof shall survive payment of the Obligations.

Section 6.10. Interpretation . Article and Section headings used herein are for convenience only and shall not affect the construction or interpretation of this Agreement. Use of the singular shall include the plural, and vice versa, whenever appropriate to protect the interests of the Bank or Borrower; the conjunctive shall include the disjunctive, and vice versa, whenever so appropriate, and masculine, feminine, and neuter pronouns shall be considered interchangeable. Specification of any section or subsection herein shall be deemed to include specification of any exhibit or appendix referred to therein. This Agreement shall be interpreted without reference to any rule of construction providing for interpretation of documents against the persons drafting them.

Section 6.11. Relationship of Parties . The relationship of the Bank and Borrower under or arising in any way out of this Agreement is limited to creditor and secured party, in the case of the Bank, and debtor, in the case of Borrower. The Bank is not undertaking hereunder to provide financial or other advice to Borrower and in no way assumes any fiduciary obligations to Borrower.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of the date stated in the first page hereof.

20090304227
Judith M. Schilling
Witness:

REPUBLICAN NATIONAL COMMITTEE

BY: Marc Racicot
Marc Racicot
Chairman

BY: Jay C. Banning
Jay C. Banning
Assistant Treasurer

Witness:
Francis Jaskulski

WACHOVIA BANK,
NATIONAL ASSOCIATION

BY: Michele S. Ross
Michele S. Ross
Senior Vice President

Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
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<i>[Signature]</i> PREPARER	<i>12/12/06</i> DATE PREPARED
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(3/2005)

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